

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GREENLEAF LIMITED PARTNERSHIP)	
)	
)	
Plaintiff)	
)	
v.)	Civil Action No. 08-2480
)	
ILLINOIS HOUSING DEVELOPMENT)	Judge Virginia M. Kendall
AUTHORITY)	
)	
)	
Defendant)	

PLAINTIFF'S INITIAL STATUS REPORT

In accordance with the Court's May 6 and June 26, 2008 Minute entries, Plaintiff hereby submits the following Initial Status Report. The report is not a joint report because Defendant's counsel has not yet filed an appearance.

1. The attorneys of record for each party including the attorney expected to try the case.

Plaintiff's Attorney of Record

Richard A. Wolfe
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Defendant's Attorney of Record

Unknown

Plaintiff's Trial Counsel

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(202)728-1070

Defendant's Trial Counsel

Unknown

2. The basis for federal jurisdiction.

This case arises under Section 8 of the United States Housing Act of 1937, 42 U.S.C. §1437f. Accordingly, there is federal question jurisdiction under 28 U.S.C. §1331.

3. The nature of the claims asserted in the complaint and any expected counterclaim.

Plaintiff is the owner of Greenleaf Apartments, a low-income multifamily housing rental project. Plaintiff and Defendant are parties to a Housing Assistance Payments Contract (the “HAP Contract”) pursuant to which Defendant makes monthly housing assistance payments to Plaintiff on behalf of the tenants who live at the project. The amount of the monthly payment is the difference between the Contract Rents established under the HAP Contract and the amount of rent each tenant is required to pay.

The HAP Contract requires that Defendant increase the Contract Rents annually. Defendant has not increased the Contract Rents at Greenleaf Apartments since 1996. Defendant’s failure to increase the Contract Rents constitutes a breach of the HAP Contract for which Plaintiff is entitled to damages.

Plaintiff does not expect Defendant to file a counterclaim.

4. The name of any party not yet served and the circumstances regarding non-service.

Defendant has been served.

5. The principal legal issues.

Plaintiff believes the principal legal issues of this case are:

- a. Whether Defendant’s failure to increase Plaintiff’s Contract Rents annually constitutes a breach of the HAP Contract.

b. Whether reducing the adjustment factor by .01 for non-turnover units constitutes a breach of the HAP Contract.

c. Whether requiring Plaintiff to submit a Rent Comparability Study to Defendant constitutes a breach of the HAP Contract.

d. What is the applicable statute of limitations.

e. Whether the current Contract Rents should be increased to reflect the annual increases to which Plaintiff was entitled during the applicable statute of limitations period.

f. Whether Plaintiff is entitled to the benefit of annual increases outside the statute of limitations period for the purpose of determining the Contract Rents to which the annual adjustment factors should be applied.

6. The principal factual issues.

Plaintiff believes that the material facts will be undisputed.

7. Whether a jury trial is expected by either party.

Plaintiff has not requested a jury trial and does not believe Defendant will request a jury trial.

8. A short description of any discovery undertaken to date and any anticipated in the future.

Plaintiff has not undertaken any discovery to date. At this time Plaintiff anticipates any discovery undertaken by Plaintiff will be of a limited nature. Plaintiff does not know what discovery, if any, that Defendant believes is necessary.

9. The earliest date the parties will be ready for trial and the length of the trial.

Plaintiff believes that this case will be decided by summary judgment. Therefore, a trial will not be necessary.

10. Whether the parties unanimously consent to proceed before the Magistrate Judge.

Plaintiff does not object to proceeding before the Magistrate Judge. Plaintiff does not know whether Defendant will consent to proceeding before the Magistrate Judge.

11. The status of any settlement discussions and whether the parties request a settlement conference.

There have been no settlement discussions. Plaintiff does not object to a settlement conference.

Respectfully Submitted,

July 2, 2008

GREENLEAF LIMITED PARTNERSHIP

By Its Attorneys:

/s/Richard A. Wolfe

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